IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

NOVO NORDISK INC. and NOVO NORDISK A/S,	)	
Plaintiffs,	)	
v.	)	C.A. No. 22-856 (CFC)
	)	CONSOLIDATED
ORBICULAR PHARMACEUTICAL TECHNOLOGIES PVT. LTD., et al.,	)	**ANDA CASE**
Defendants.	)	

STIPULATION AND [~~PROPOSED~~] ORDER OF DISMISSAL OF CASE NO. 22-937 (CFC)

WHEREAS Plaintiffs Novo Nordisk, Inc. and Novo Nordisk A/S ("Plaintiffs" or "Novo Nordisk") and Defendants Biocon Pharma Ltd., Biocon Ltd., and Biocon Pharma, Inc. ("Defendants" or "Biocon") are Parties to C.A. No. 22-937 (CFC) (the "Action"), involving United States Patent Nos. 8,920,383 (the "'383 patent"), 9,265,893 (the "'893 patent"), and 9,775,953 (the "'953 patent") (collectively, the "patents-at-issue"), which is pending as a consolidated case under lead case C.A. No. 22-856 (CFC).

NOW THEREFORE, IT IS HEREBY STIPULATED, CONSENTED, AND AGREED, by and between Novo Nordisk and Biocon, through their undersigned counsel of record, subject to the approval of the Court, that:

(1) Biocon filed Abbreviated New Drug Application ("ANDA") No. 217063 (the "Biocon ANDA") seeking approval to engage in the commercial manufacture, use, and/or sale of generic liraglutide solution injection in 18 mg/3 ml (6 mg/ml) ("ANDA Product") before the expiration of the patents-at-issue;

(2) Novo Nordisk filed the Action against Biocon alleging that Biocon infringed the patents-at-issue, among others, by filing the Biocon ANDA and Biocon has asserted counterclaims and defenses challenging the validity and/or infringement of the patents-at issue;

(3) Novo Nordisk and Biocon have agreed to terms and conditions representing a negotiated settlement of the Action and have set forth those terms and conditions in a Confidential Settlement and License Agreement;

(4) All claims, counterclaims, and affirmative defenses between Novo Nordisk and Biocon concerning the patents-at-issue are dismissed without prejudice;

(5) Nothing herein prohibits Biocon from maintaining or filing a Paragraph IV certification in the Biocon ANDA and from serving the required notice letters for the purposes of receiving or maintaining final approval of the Biocon ANDA, or prevents FDA from granting final approval of the Biocon ANDA; and

(6) Each party will bear its own attorneys' fees and costs.

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March 20, 2024

SO ORDERED this 21st day of March, 2024.

/s/ Colm F. Connolly
CHIEF, UNITED STATES DISTRICT JUDGE